

# EXHIBIT 4

756 W Kings College Dr  
Fruit Cove, FL 32259



7020 1290 0001 2230 9860

JACKSONVILLE FL 320

23 FEB 2023 PM 3 L



Hon. Sylvia D. Hinds-Rodriguez  
Corporation Counsel  
NYC Law Dept  
100 Church St  
NY, NY 10007

10007-255699



RDC 99



10007

U.S. POSTAGE PAID  
FCM LETTER  
SAINT JOHNS, FL  
32259  
FEB 23, 23  
AMOUNT

**\$8.13**

R2304M112484-12



**NOTICE OF CLAIM**

LAW DEPARTMENT  
COMMUNICATIONS UNIT  
RECEIVED BY MAIL

2023 FEB 27 P 12:29

-----X  
Tiffany Vesterman  
Claimant,

- against -

CITY OF NEW YORK; NEW YORK CITY  
DEPARTMENT OF EDUCATION,

Defendants  
-----X

To:

Office of the City Comptroller  
Bureau of Law and Adjustment  
1 Centre Street, Room 1225  
New York, New York 10007

Hon. Sylvia O. Hinds-Radix  
Corporation Counsel  
New York City Law Department  
100 Church Street  
New York, New York 10007

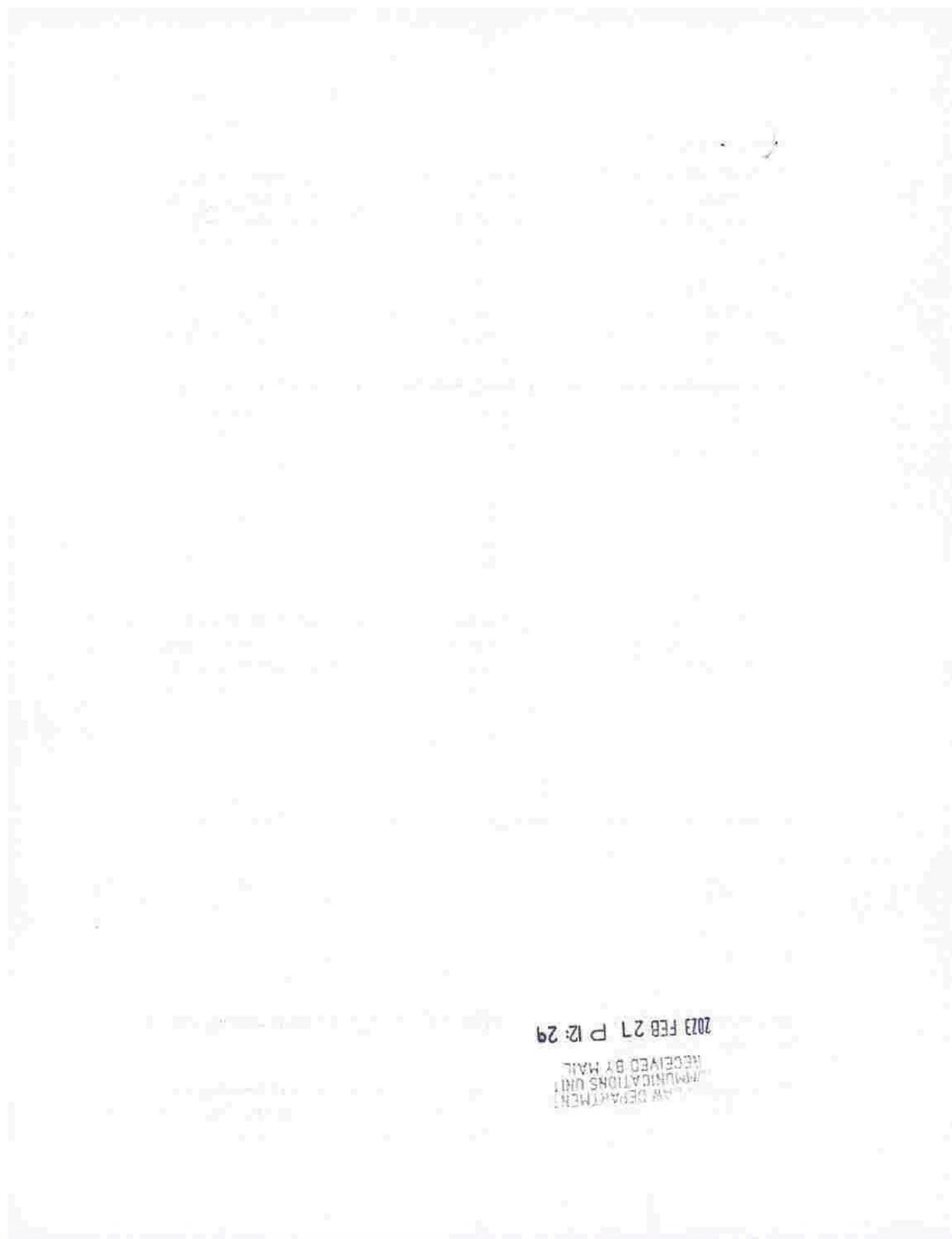
New York City Department of Education  
52 Chambers Street  
New York, N.Y. 10007

RECEIVED  
CITY OF NEW YORK  
2023 FEB 28 PM 11:03  
CENTRAL RECORDS SECTION  
FOR INFORMATION SYSTEM

PLEASE TAKE NOTICE that the Claimant hereby makes claim and demand against the individuals  
and  
groups named in the caption above:

1) **The name, post office address, and phone number of Claimant:**

Tiffany Vesterman  
756 W. Kings College Drive Fruit Cove, FL 32259  
917-750-2352



2.) The nature of the claim:

This claim seeks recovery for monetary damages for the harm caused to Tiffany Vesterman's reputation, livelihood, and career; additionally for the distress, suffering, mental, emotional, and physical anguish and impairment of Claimant's ability to secure future employment, and impairment of earning power inflicted upon the Claimant due to the negligence, carelessness, recklessness, and misfeasance, malfeasance, and negligent acts practices, and/or omissions of the Defendants. Claimant's rights under the Constitution, both Federal and State, city and State Human Rights Laws, NYS Administrative Code, as well as employment rights under the Collective Bargaining Agreements between the UFT and the DOE. Claimant now seeks to be made whole.

All my rights under the Constitution, both Federal and State, city and State Human Rights Laws, NYS Administrative Code, as well as employment rights under the Collective Bargaining Agreements between the UFT and the DOE have been violated. In addition, many employment applications ask if you have ever been discharged from a job.

3.) The time when, the place where, and the manner in which the claim arose

On August 23, 2021, a notice of a Vaccine Mandate was sent out by New York City Department of Education (NYC DOE) Chancellor Meisha Porter.

On September 10, 2021, an arbitration agreement was signed concerning among other issues rules that would be applied to anyone seeking a religious accommodation for the vaccine mandate. In the arbitration agreement between the NYC DOE and the United Federation of Teachers (UFT), there is a clause pertaining to religious exemption that is in direct opposition to the laws of our nation. The clause reads: 'Religious exemptions for an employee to not adhere to the mandatory vaccination policy must be documented in writing by a religious official (e.g., clergy). Requests shall be denied where the leader of the religious organization has spoken publicly in favor of the vaccine, where the documentation is readily available (e.g., from an online source), or where the objection is personal, political, or philosophical in nature. Exemption requests shall be considered for recognized and established religious organizations (e.g., Christian Scientists).'

September 20, 2021, I applied for a religious exemption accommodation.

On September 22, 2021, I was denied religious exemption accommodation.

On October 5, 2021, I was placed on Leave Without Pay stating that I cannot enter my work or school site or work off-site.

On November 15, 2021, the United States Court of Appeal for the Second Circuit ordered fresh consideration of people's request for religious accommodation. Such consideration shall adhere to the standards established by Title VII of the Civil Rights Act of 1964, the New York State Human





Rights Law, and the New York City Human Rights Law. Such consideration shall not be governed by the challenged criteria set forth in Section 1C of the arbitration award for United Federation of Teachers members. Accommodations will be considered for all sincerely held religious observances, practices, and beliefs.

On November 28, 2021, United States Court of Appeal for the Second Circuit merit panel concluded "It is, of course, true that the citywide panel must abide by the First Amendment. By ordering the citywide panel's proceedings to abide by other applicable law, the Motions Panel Order does not (and could not) suggest that the First Amendment is somehow inapplicable to those proceedings." It also reaffirmed that a fresh consideration of people's request for religious accommodation. In addition to the First Amendment such consideration shall adhere to the standards established by Title VII of the Civil Rights Act of 1964, the New York State Human Rights Law, and the New York City Human Rights Law.

On February 2, 2022, I received a termination notice from the NYCDOE Division of Human Resources stating that I would be terminated on February 18, 2022.

On February 18, 2022, I was terminated from my teaching position by the City of New York City Department of Education.

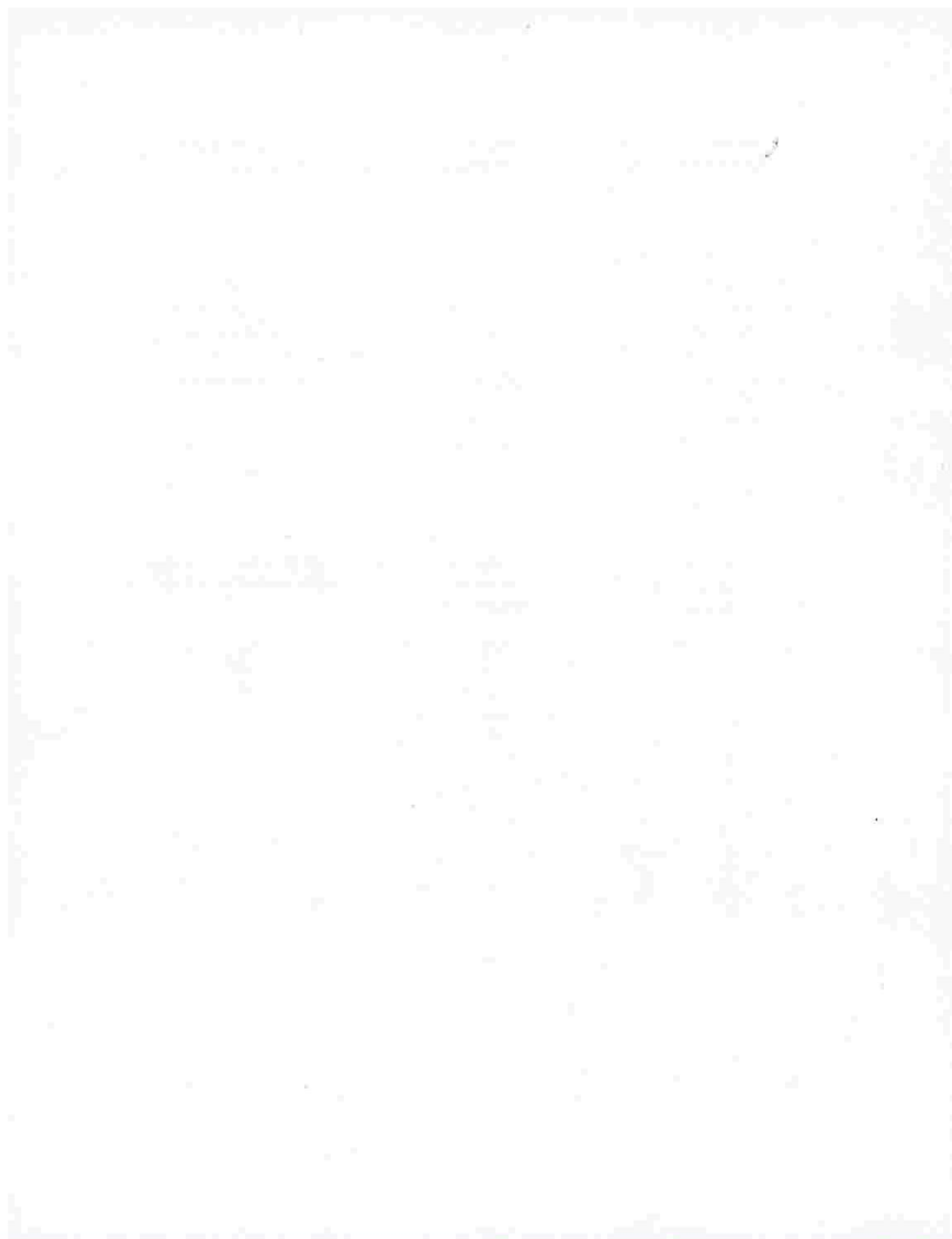
I was also placed on the "Problem Code" at the Human Resources' Office of Personnel Investigations. This means that Defendants placed my fingerprints in a database at the Office of Personnel Investigations. The "Problem Code" is used for employees who have committed what the New York City Department of Education considers misconduct. Therefore the New York City Department of Education has considered Claimant's not getting vaccinated as "misconduct" which means Claimant can't get a job in New York City.

On or about January 31, 2023, I became aware that my fingerprints were tagged in the New York City Department of Education's "Problem Code" at the Human Resources' Office of Personnel Investigations but was never told why. The "Problem Code" is used for employees who have committed what the New York City Department of Education considers misconduct. Therefore the New York City Department of Education has considered me guilty of some kind of misconduct without giving me a chance to clear my name and have a hearing on the matter, before putting my fingerprints into a Problem code database.

On February 8, 2023, during oral arguments attorney John Bursch from Alliance Defending Freedom made it known that teachers that received the "Problem Code" had their names sent to the FBI by the New York City Department of Education.

On February 10, 2023, Mayor Eric Adams ended the mandate but did not automatically put me back on salary, nor give me back pay and everything else I deserve. I was told that I need to reapply to a job that I have already proven qualified to do and did well.





At present Claimant remains coded for misconduct in spite of my never doing anything wrong. The Department has criminalized Claimant for protecting her rights to due process.

4) The items of damage or injuries claimed are:

Claimant, Tiffany Vesterman, remains targeted and ostracized by the fraud of the NYC DOE and punished for not getting the COVID vaccine. I demand that my rights to due process are honored and I am made whole: Damages to reputation; emotional distress; impairment of Claimant's ability to secure future employment; impairment of earning power; tortious interference with business relations; malicious prosecution; abuse of process; fraud; and retaliation, defamation, libel and slander.

The items of damage or injuries claimed amount to ten million dollars.

The claim and demand is hereby presented for adjustment and payment.

PLEASE TAKE FURTHER NOTICE that by reason of the foregoing, in default of the City of New York and the listed Defendants to pay the claimant her claim within the time limited for compliance with this demand by the applicable statutes, claimant intends to commence an action against the City of New York and the listed Defendants to recover her damages with interest and costs.

Dated: 2/23/23

  
Tiffany Vesterman

Sworn or Affirmed before me on 23rd  
the day of February, 2023

  
Notary Public



